



**AGRICULTURAL RESEARCH COUNCIL**

**REQUEST TO TENDER FOR:**

**TENDER NO: ARC/52/01/2025**

**SUPPLY, DELIVERY AND NEW INSTALLATION OF THE PERIMETER FENCING FOR THE AGRICULTURAL RESEARCH COUNCIL, GRAIN CROPS, POTCHEFSTROOM.**

Compulsory Briefing Session on **28 February 2025 at 11:00 am**

Venue: 114 Chris Hani Street, Agricultural Research Centre, Hendrik Schoeman & JPF

Sellschop Buildings, Potchefstroom

Closing Date: **17 March 2025**

**Bidder's Name:**.....

**CSD number:** .....

THE DETAILS AND CONTENTS OF THIS DOCUMENT ARE CONFIDENTIAL AND FOR  
CONSIDERATION AND RESPONSE BY THE RECORDED RECIPIENTS ONLY

## OVERVIEW

The Agricultural Research Council (ARC) is a Research Science and Technology institution of excellence in South Africa, which operates within the National System of Innovation. The ARC has a mandate for innovative and creative agricultural research, technology development and transfer aimed at the advancement of South African agriculture. Its operations are overseen by the ARC Council which is appointed by and accountable to the Minister for Agriculture, Forestry and Fisheries.

The Agricultural Research Council (ARC) seeks to appoint an experienced and accredited service provider for the supply, delivery, and installation of the galvanised steel palisade fence, construction of a brick wall and, supply, delivery and installation of concrete pipes to channel the storm and sewerage water at ARC- Grain Crops campus based in Potchefstroom.

## TENDER SUBMISSION

Completed and sealed tender submissions reflecting “**ARC/52/01/2025 and the name of the tenderer**” must be deposited into the Tender Box located at **114 Chris Hani Street, Agricultural Research Centre, Hendrik Schoeman & JPF Sellschop Buildings, Potchefstroom** for the attention of: “The Supply Chain Accountant”, **by no later than 11:00 (eleven o’clock)** on 17 March 2025.

Tender documents submitted after the closing time and date specified will not be considered.

***No submissions sent by email or facsimile will be accepted.***

Tenderers are requested to submit two (2) complete documents into the tender box (**one original technical proposal and prepare three (3) copies of the Technical proposal proposal and one (01) copy of the financial proposal**). One USB that contains technical proposal and the financial proposal should also be submitted. **The name of the bidder and the tender number should reflect on the “sealed” envelopes.**

Email: [LesegoT@arc.agric.za](mailto:LesegoT@arc.agric.za)

**Closing Date: 17 March 2025**

**Closing Time: 11h00**

## 1. PURPOSE

The purpose The ARC seeks to appoint an experienced and accredited service provider for the supply, delivery, and installation of the galvanised steel palisade fence, construction of a brick wall and, supply, delivery and installation of concrete pipes to channel the storm and sewerage water at ARC- Grain Crops campus based in Potchefstroom.

## 2. SCOPE OF WORK

### Site survey

- The contractor is to determine the site conditions before providing the ARC with a quotation.
- The contractor must submit a project plan and a plan of action to indicate the method solving the situation like rock foundation, loose sand, clay soil, sewerage/storm water overflow etc.
- The contractor is to determine, prior to commencing work, the location of all underground services such as sewerage and storm water flow, water pipes, electricity and communication pipes or lines by engaging an authorized service locator, the cost of which is to be borne by the contractor.
- Before installing fencing within one (1) meter of underground electrical or communication lines, the service provider's consent must be obtained.
- The contractor will make good any services, surfaces, and finishing damaged during construction and installation of which the cost is to be borne by the contractor.

### Area cleaning

- The contractor must cut down trees and shrubs on both sides of the proposed fence including the inside & outside around the fields.
- This must be done 20m on both sides of the fence inside and outside (where applicable).
- Maximum height of remaining stump 100mm above ground level.

### Supply, deliver & install, galvanised steel palisade fencing

Galvanised steel palisade with spikes is a great boundary security fencing dominantly used in fencing systems designed to bring maximum perimeter protection to a site without impeding visibility. The successful bidder must ensure they are approved to install the fence, if so, as required by the manufacturer. The fencing will be installed around the operational fields.

Bidder to Supply and install new galvanised steel Palisade fence, double wall, galvanised steel posts with concertina razor wire on top galvanised with steel that is hot-dip galvanized protecting it from rust & corrosion. No maintenance is required.

Install shark-teeth spikes fully hot-dip galvanised (for long lasting corrosion protection) on top of the fence

- Extremely sharp (penetrates everything)
- Long teeth (up to 58mm)
- Impossible to hang on or to cover



Figure 1: Area to be fenced

### Description of the galvanised steel fence specifications for the fields

Item	Size
Area	3.65km
Galvanised steel palisade height	1.8m
Palisade Spikes	Seven
Shark-teeth spikes	Long teeth (up to 58mm) fitted with Anti-vandal bolts.
Fence Post Length - Fully Galvanized steel post 75x75mm to 90mm planted on the double wall	2.4m
Polymer Cap	Post shall be sealed with a UV stabilized polymer cap.
Space between the posts not less than 2750m	3m
Number of galvanised steel palisade between the posts with spacing of not more than 10cm	17pcs (standard)
Angle iron- double	40mmx40mm
L-Brackets 75x50x5mm	62mm long
Corner galvanised posts with earth tabs and fitted 815mm from the bottom	30x6x20mm
Supply welding into the posts	
Coating	Galvanized and poly coated
Gate	Not required
General foundation	Service provider to ensure that all fence and equipment installed is built with the necessary foundation where required.
Site clearance	Remove all grass, plants, trees, rocks or debris where new fence must be installed. Cleaned at least 20m both sides of fence and outside (where applicable). All concrete rubble, branches and grass must be removed from site. Maximum height of remaining stump 100mm above ground level, to be sprayed with GLYPHOS 360 SL herbicide.
Service provider to comply with the following standardized specifications	Two specifications cover wire galvanizing in South Africa. They are SABS 675 and SABS 935 and any other relevant test to move to award stage as part of the handover certificates Provide certificates of compliance of material and coating.

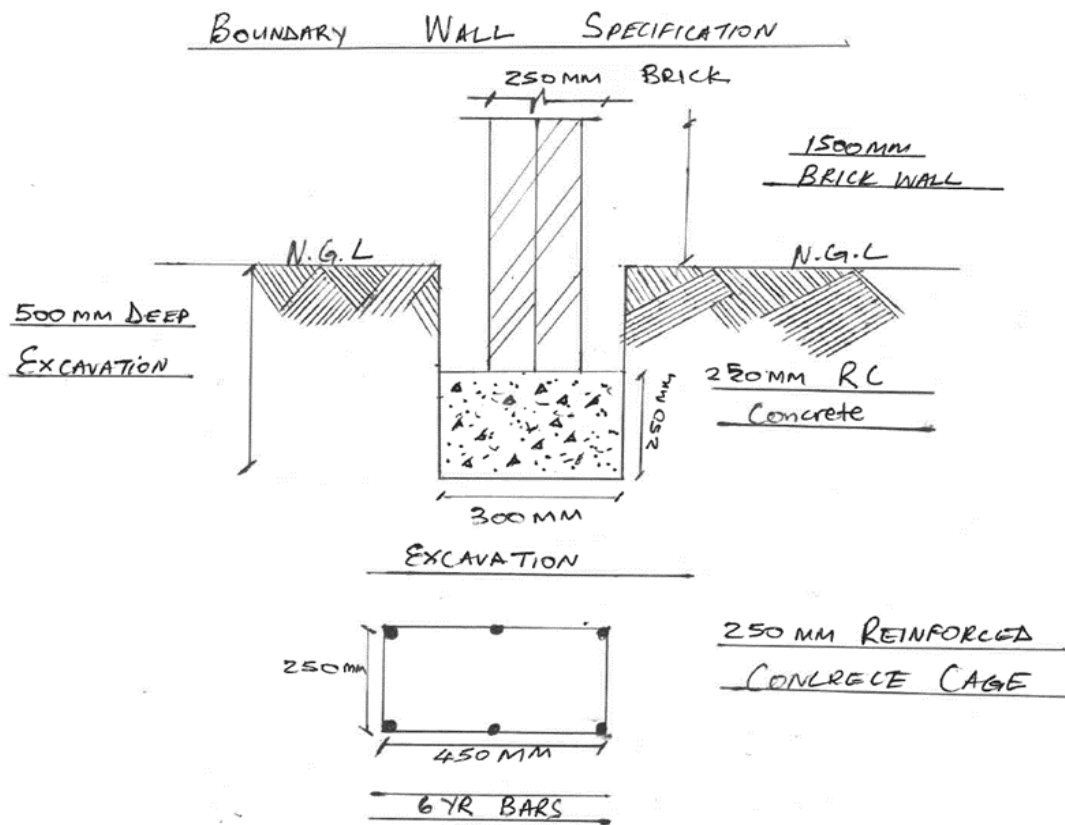


### **Concrete General- Foundation & the double wall built with solid clay brick**

- Trench excavation: 600x300mm
- Backfill with suitable G5 material compacted to 95%
- Where trenches are sloping down to be at increment of about 85mm
- Steel reinforcement cage with 6Y12 R08 strips at the suitable center
- Concrete footing at not less than 32MPa strength
- All reinforced is located to ensure a concrete cover of 20 mm.
- Double brick wall height: 1.5m above ground level
- Fix galvanised palisade fence on top of 1.5m high wall.
- Mild galvanised steel post 75x75mm to 90mm to be planted on the double wall
- The concrete strength of all pre-stressed components is a minimum of 32 MPa and Foundations 32 MPa, both at 28 days.
- **Total height of brick wall above natural ground level (NGL, galvanised steel palisade excluding the concertina razor wire is 3.3 m**
- **N.B. Service providers should take note of the natural terrain and advise on additional measures of support.**



**Figure 2: Image of the proposed fence, shark-teeth spikes and brick wall**



**Figure 3: Sketch of the proposed brick wall & foundation**

### Topping- Razor wire

Install concertina razor wire on top with coil diameter of 730mm

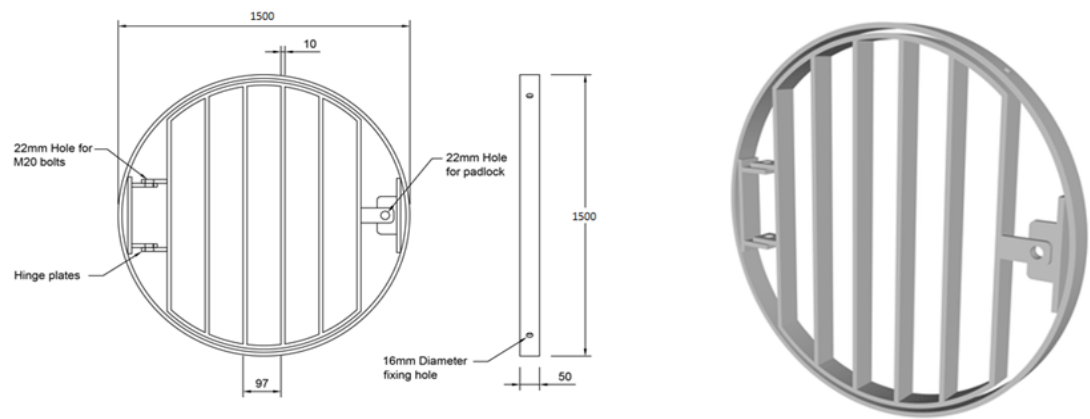
- Consisting of stacked coils of razor wire, non-climbable barrier with sharp blades
- Made from durable galvanised barbed tape wire with high tensile claps
- Coil diameter: 730mm with an estimated length of about 7m
- Blade type: Super blade
- The wire shall be single strand 2.5 mm spring steel with class A galvanizing
- Barbed wire shall have a barb spacing of maximum 12, 5 mm and shall comply with CKS164.
- All the coils must be securely tied to the extension arms or angle iron with galvanised steel wire at each steel post. Each 730 mm circle of razor wire must be securely tied to the steel strand using galvanised wire.



**Figure 4: Image of the proposed concertina razor wire**

#### **Supply & Installation of the reinforced concrete pipe**

- Reinforced pipe diameter: 1500mm
- Reinforced pipe length: 1.52m x 6pipes
- Rebated joint class: X(SIRIM)
- Pipe Mounted Grating







**Figure 5: Image of the proposed reinforced concrete pipe**

### **Scope of work & pricing schedule**

#### **N.B Itemized billing to be provided for the lines below**

Galvanised steel palisade with spikes is a great boundary security fencing dominantly used in fencing systems designed to bring maximum perimeter protection to a site without impeding visibility. The successful bidder must ensure they are approved to install the fence, if so, as required by the manufacturer. The fencing will be installed around the operational fields of GC campus.

All defective perimeter fence and any other type of old fencing that have been replaced are to be considered redundant and are to be removed from the site by contractor and handed to the farm section.

All the work carried out under the contract will be measured as executed, and priced at the rates contained therein, or based on, the priced schedule of quantities. The individually priced items in the schedule will be adjusted on merit on a basis to be agreed prior to the signing of the contract if required **The installation work shall be executed in accordance with all the relevant codes of practices, statutory regulation, standard, regulation, municipal laws and by-laws 8, The S.A. Bureau of Standards Codes of Practice S.A.B.S. 0400 of 1990, - S.A.B.S. 0105 and SANS 10142-1: 2003 (all as amended) and**

manufacturer's specifications and codes of practice.

Bidders are to NOTE that the quantities reflected in this document are merely illustrative and no warranty can be given as to the actual quantities of work that will ultimately materialize on the completion of this contract. Therefore, NO CLAIMS for alteration to rates shall be entertained due changes in quantities.

The rates document forms part of and must be read and priced in conjunction with all other documents forming part of this Bid, including, standard conditions of Bid, conditions of contract, specification and other relevant documentation.

Zero, nil, gratis, unbalanced or non- market related rates will NOT be accepted, and ARC reserves the right to disqualify the Bid.

All prospective bidders are to note that installation of the galvanised palisade fencing that has to conform to the standards.

ITEM	BOQ	UOM	QTY	RATE	TOTAL
1.	Galvanised steel palisade & poly coated with seven spikes	1.8m			
2.	Shark-teeth spikes	Long teeth (up to 58mm)			
3.	Fence Post with Polymer Cap, Fully Galvanized steel post 75x75mm to 90mm planted on the double wall	2.4m			
4.	Angle iron- double	40mmx40mm			
5.	L-Brackets	75x50x5mm			
6.	Corner galvanised posts with earth tabs and fitted 815mm from the bottom	30x6x20mm			
7.	Welding into the posts	Per unit			
<b>Concrete General- Foundation &amp; the double wall</b>					
8.	Site Clearance and removal of the old fence, rubble etc.	Per meter	3650m		
9.	Trench excavation	600x300mm	3650m		
10.	Backfill with suitable G5 material compacted to 95%	Per meter	3650m		
11.	Steel reinforcement cage with 6Y12 R08 strips at the suitable center	Per meter	3650m		
12.	Concrete footing at not less than 32MPa strength	Per meter	3650m		
13.	Double brick wall height: 1.5m above natural ground level	Per meter	3650m		
<b>Topping- Razor wire</b>					

14.	Concertina razor wire on top with coil diameter of 730mm & length of about 7m	Per meter	3650m		
<b>Supply &amp; Installation of the reinforced concrete pipe</b>					
15.	Reinforced pipe diameter: 1500mm x length: 1.52m with security closure	Per meter	6		
16.	Labour (Allow for all costs involved in the installation of fence, wall, pipes, etc)	Per day	142		
18.	Supply and delivery of GLYPHOS 360 SL herbicide	liters	50		
19.	Sundries (Cement etc.)	Provide itemized billing			
20.	Occupational Health and Safety plan	Sum	1		
21.	P & G	Provide itemized billing			
22.	<b>SUBTOTAL1</b>				<b>R</b>
23.	<b>CONTINGENCY 10%</b>				<b>R</b>
24.	<b>SUBTOTAL 2</b>				<b>R</b>
25.	<b>VAT (15%)</b>				<b>R</b>
26.	<b>GRAND TOTAL</b>				<b>R</b>
27.	State guarantee on workmanship-	Fencing (defects):	Year/s		
		Brick wall (defects):	Year/s		
		Pipe installation (defects):	Year/s		

## DURATION OF THE PROJECT

- 142 week days (excluding weekends) have been allocated for the FULL completion of this project (or as stipulated during site visit). This INCLUDES the snag list corrections and final sign off the project. Regular performance appraisals to monitor the identified Key Performance Indicators shall form part of the SLA.
- The service provider to ensure that all the work is completed within the time schedule from the date the service provider received the order.
- Extension of time will only be granted on delays caused by natural causes i.e. rain, floods etc.
- The project plan must be provided indicating timelines with deliverables
- The Institute is providing the essential services; the work must be executed in such a manner that it will not have a negative impact on service delivery.
- Any damage to the campuses' equipment due to the negligence of the service provider will be repaired or replaced by the service provider at his/her own costs.
- All the work done, and the material used must comply with the requirement of Occupational Health

and Safety Act, National building regulation, South African National Standard and any other relevant legislation.

- Warrantee of the equipment must be given to the ARC according to the manufacturer's guidelines.
- The workmanship guarantee of twelve months must also be given to the ARC at no additional costs on the work activities carried out.
- Manufacturer's guarantee on the quality of the material must also be provided

### 3. BID EVALUATION

The evaluation for this bid will be carried out in the following **FOUR (4)** phases

Phase 1: Pre-Compliance

Phase 2: Mandatory requirements

Phase 3: Functionality Criteria

Phase 4: Price and Specific goals

#### PRE-COMPLIANCE

- Valid Tax PIN from SARS.
- CSD report (Central Supplier Database report).
- Complete and sign all the SBD forms and returnable documents
- The bidder must submit two proposals in separate envelopes marked "Financial Proposal and Functionality Proposal."
- Bid Document (This Document must be submitted in its original format) Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
- Bidders must be a legal entity or partnership or joint venture or consortia.

The bid proposal will be screened for compliance with administrative requirements as Indicated below.

ITEM NO.	ADMINISTRATIVE REQUIREMENTS	CHECK/COMPLIANCE
1	Master Bid Document ➤ Technical envelop ➤ financial proposal envelop Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. The bidder accepts that the employer does not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.	Provided and bound
2	SCM - SBD 1 - Invitation to Bid	Completed and signed
3	Tax Compliance and CSD Registration	Attached valid CSD registration and SARS Tax Pin
4	SARS compliance	Valid SARS certificate
4	SCM - SBD 6.1 - Preference Points Claim	Completed and signed

	Form in terms of the Preferential Procurement Regulations 2022	
5	In case of bids where Consortia / Joint Ventures, Consortia/Joint Venture agreement signed by both parties must be submitted with bid proposal	JV agreement completed and signed, if applicable

#### 4. MANDATORY REQUIREMENTS

	MANDATORY REQUIREMENT	ATTACH PROOF
1	Bidders must have a CIDB contractor grading designation of 4 SQ or higher and 2CE or higher for storm water pipe installation. Submit a CIDB Certificates. Subcontracting is not permitted for the fence installation. Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations	
2.	Bidders must have a CIDB contractor grading designation of 2CE or higher for storm water pipe installation. Submit a CIDB Certificates. If a portion of the work is subcontracted the subcontractors CIDB certificate must be attached. Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations	
3.	Public liability Insurance of R10 Million or more must be submitted Bidder will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Public liability	
4.	Must provide letter from manufacturer to be an accredited galvanised steel palisade fence or similar installer.	
5.	Compensation for Occupational Injuries and Diseases Act 130 of 1993 (Valid COIDA letter of good standing).	
6.	Valid BBBEE	
7.	Attendance of the COMPULSORY site briefing and inspection session. Report to reception upon arrival.	
8.	SBD 3.3 and Annexure A Pricing Schedule NB: Must be included in the financial proposal in separate envelope	



9.	Submit – <b>Signed appointment letter / letter of award, proof of completion letters and reference letters</b> reflecting the following details: project description, contact person, contact telephone numbers, and project amount /value and the duration of the project successfully completed. All three documents must be supplied to be evaluated	
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**NB: Bidders who fail to comply with Mandatory requirements will not be evaluated further and will be disqualified.**

## 5. FUNCTIONALITY CRITERIA

The bidder must score a minimum of 70% during phase 3 (functionality/technical) of the evaluation to qualify for Phase 4 of the evaluation where only points for price and Specific goals will be considered

The following values/ indicators will be applicable when evaluating functionality:  
0 = Non-compliance; 1 = Poor; 2 = Fair; 3 = Average; 4 = Good; 5 = Excellent

CRITERIA*	POINTS
<p><b>Company Experience</b></p> <p><b>Relevant Experience in installation of high Security Galvanized perimeter fencing (or similar)</b></p> <p>Service providers must submit all three required documents to score points</p> <p>(Signed appointment letter/ letter of award, Proof of completion and Reference letters)</p> <p>NB: Submit – Signed appointment letter / letter of award, proof of completion letters and reference letters reflecting the following details: project description, contact person, contact telephone numbers, and project amount /value and the duration of the project successfully completed. All three documents must be supplied to be evaluated.</p> <p>5 (Five) completed projects or more within the past 10 (ten) years to the total value of R 6 million = 5 points  4 (Four) completed projects within the past 10 (ten) years to the total value of R5 million = 4 points  3(Three) completed projects within the past 10(ten) years between R 4 million = 3 points  2 (Two) completed projects within the past 10(ten) years between R 3 Million = 2 points</p> <p>1(One) completed project within the 10(ten) years of a minimum of R 2 million = 1 point</p> <p>No completed project or relevant project within the 5 (five) years of any amount = 0 point</p>	40

<p><b>NB. References must clearly show client name and contact details, project description, duration and contract value.</b></p>	
<p><b>Technical Capability (Dedicated Team Competences). Project Team Qualifications &amp; Experience</b></p> <p><b>Submit – Certified copies of qualifications, detailed CV with contactable reference and relevant experience</b></p> <p><b>Project manager – submission of the Project Management Certificate</b></p> <ul style="list-style-type: none"> <li>• 10 or more years’ experience- <b>5 points</b></li> <li>• 9 years’ experience- <b>4 points</b></li> <li>• 7 years’ experience- <b>3 points</b></li> <li>• 6 years’ experience- <b>2 points</b></li> <li>• Less than 5 years’ experience - <b>1 point</b></li> <li>• No experience- <b>0 points</b></li> </ul> <p><b>NB:</b> Service provider must ensure to submit both documents to score points (Certified qualifications and CV with contactable references)</p> <p><b>SHE officer</b></p> <p><b>Submit – certified copies of qualifications, detailed CV with contactable reference and relevant experience</b></p> <ul style="list-style-type: none"> <li>• 10 or more years’ experience- <b>5 points</b></li> <li>• 9 years’ experience- <b>4 points</b></li> <li>• 7 years’ experience- <b>3 points</b></li> <li>• 6 years’ experience- <b>2 points</b></li> <li>• Less than 5 years’ experience-<b>1 point</b></li> <li>• No experience- <b>0 points</b></li> </ul> <p><b>NB:</b> Service provider must ensure to submit both documents</p>	<p>15</p> <p>10</p>

<p>to score points ( Certified qualifications and CV with contactable references)</p> <p><b>Bricklayer</b></p> <p><b>Submit – 05 Trade test certificate certified copies, 05 detailed CV with contactable reference and relevant experience</b></p> <ul style="list-style-type: none"> <li>• 10 or more years’ experience- <b>5 points</b></li> <li>• 9 years’ experience- <b>4 points</b></li> <li>• 7 years’ experience- <b>3 points</b></li> <li>• 6 years’ experience- <b>2 points</b></li> <li>• Less than 5 years’ experience- <b>1 point</b></li> <li>• No experience- <b>0 points</b></li> </ul> <p>➤ <b>NB:</b> Service provider must ensure to submit both documents to score points (Certified qualifications and CV with contactable references)</p>	<p>5</p>
<p><b>Plant and Equipment</b></p> <p><b>Earth Moving Equipment</b></p> <p><b>Submit –provide proof of ownership or rental/lease agreements/letter of intent with proof of ownership from the lessor</b></p> <ul style="list-style-type: none"> <li>• 5 or more earth moving equipment e.g. TLB, Tipper trucks, grader or any other equipment relevant for the project plan <b>5 points</b></li> <li>• 4 earth moving equipment e.g. TLB, Tipper trucks, grader or any other equipment relevant for the project r the project plan <b>4 points</b></li> <li>• 3 earth moving equipment e.g. TLB, Tipper trucks, grader or any other equipment relevant for the project the project plan <b>3 points</b></li> <li>• 2 earth moving equipment e.g. TLB, Tipper trucks, grader or any other equipment relevant for the project the project plan <b>2 points</b></li> <li>• 1 earth moving equipment e.g. TLB, Tipper trucks, grader or any other equipment relevant for the project the project plan <b>1 point</b></li> <li>• No equipment or no proof relevant for the project of</li> </ul>	<p>15</p>

<p>lease/ownership/intent letter <b>0 points</b></p> <p><b>Methodology Approach</b></p> <p><b>Provide detailed project specific methodology approach that will be used in this project. Indicate the order and timing of the construction activities (6 weeks' timeline) that will take place in order to provide the works</b></p> <p>Submit a Detailed Project plan</p> <ul style="list-style-type: none"> <li>The plan must include any 4 of the following operational plan, management, security, contingency plan, health and safety plan with milestones <b>5 points</b></li> <li>The plan includes any 3 of the following operational plan, quality management, security, contingency plan, health and safety plan with milestones <b>4 points</b></li> <li>The plan includes any 2 of the following operational plan, quality management, security, contingency plan, health and safety plan with milestones <b>3 points</b></li> <li>The plan includes any 1 of the following operational plan, quality management, security, contingency plan, health and safety plan with milestones <b>2 points</b></li> <li>The plan includes any 1 of the following operational plan, quality management, security, contingency plan, health and safety plan with no milestones <b>1 point</b></li> <li>No plan included <b>0 points</b></li> </ul>	15
<b>TOTAL POINTS</b>	<b>100</b>

<b>PRICE AND SPECIFIC GOALS</b>	
	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total Points for Price and Specific Goals</b>	<b>100</b>

Specific goals for the tender and points claimed are indicated per the table below.

*(Note to organs of state: Where 80/20 preference point system is applicable, corresponding points must also be indicated as such.*

*Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)*

Specific goals will be allocated as follows:

Specific Goals	Percentage Ownership (1%)	Points (20)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Ownership by HDIs	51%+	6	
Ownership by Women	51%+	4	
Ownership by Youth	51%+	4	
Ownership by PwD	51%+	2	
BEE status	Level 1-4	2	
RDP goal	The promotion of enterprise located in rural areas.	2	
<b>TOTAL POINTS</b>		<b>20</b>	

## 6. PRICE

Bid will be awarded to a bidder with the highest points on price and Specific goals on condition that they have met all phases of the evaluation criteria and complied with the tender requirements set out in the tender document. The bidder will be allocated 80 points for the price and 20 points for the Specific goals.



## 7. LODGING OF SUBMISSIONS

Tenderers are requested to submit two (2) complete documents into the tender box (one original technical proposal and prepare three (3) copies of the Technical proposal and one (01) copy of the financial proposal). One USB that contains technical proposal and the financial proposal should also be submitted. Tenderer's name and tender number to: **114 Chris Hani Street, Agricultural Research Centre, Hendrik Schoeman & JPF Sellschop Buildings, Potchefstroom**, by no later than **11:00 (eleven o'clock)** on 17 March 2025.

Submissions not received on time and date specified will not be considered. Any entities/companies that are submitting their proposals as joint ventures/sub-contracting are not allowed to submit their own proposals separately from the joint venture/sub- contracting. Submitting a second separate proposal from the joint venture/sub- contracting will lead to disqualification.

## **8 COMPLIANCES WITH GENERAL CONDITIONS OF CONTRACT**

No alteration, variation or amendment of the Contract (of which this Tender represents the offer) shall be permitted unless otherwise agreed to in writing. Should the prospective provider, in the case of non-compliance, wish to make any amendments to the conditions stipulated by the ARC in this Tender, which shall form the offer element of a Contract and if it is accepted by the ARC, then such proposed amendments shall be clearly stipulated by the prospective provider and where possible stating the increase or decrease in the cost involved by such proposals. The ARC reserves the right to reject such submissions.

**Misrepresentation of facts will result in disqualification and cancellation of the Contract.**

## **9 ARC LIABILITY**

The ARC does not bind itself to accept the lowest or any tender proposal, nor to assign any reason for the rejection of a tender proposal, nor shall it be responsible for or pay any expenses or losses that may be incurred by the prospective provider in the preparation and delivery of its submission.

## **10 SUBMISSION ACCEPTANCE**

No submission shall be deemed to have been accepted, unless and until a formal appointment letter is issued to the successful tenderer. Submissions shall remain open for acceptance by the ARC for a period of 180 (one hundred and eighty) days from the date on which they are returnable in terms of this Tender.

## **11 PRICES**

Tenderers shall indicate the basis on which the services will be charged. In this regard the following information shall be provided:

- Where a Tenderer lacks in-house expertise and may have to outsource certain services, the detail and basis of charges of any such service that may be required must be outlined.
- The tenderer shall reflect service discounts that they will offer throughout the contract duration.
- Tenderers submissions must reflect the detailed breakdown of the tender price as per the costing structure or bill of quantities
- Prices must include VAT, if it is applicable and all other costs related to the execution of the required services.

- The tenderer agrees not to change the price with VAT or any other Tax subsequent to submitting the tender. This includes subsequent VAT registration.
- All prices quoted are to be in SA Rand and inclusive of Value Added Tax (VAT).
- No change in the prices submitted shall be considered after receipt of response to the Tender submission within the validity period of the tender.
- Bidders shall ensure that the bid price is for the duration of the project, **including escalations.**



## 12 CONTENTS OF SUBMISSION

Proposals shall include all relevant information about the Bidder, which is thought appropriate to assist the ARC to assess its capabilities, capacity, outputs, value adding abilities, competitive advantage, etc.

The proposals presented are to be comprehensive and should describe the methodology to be followed in doing the following:

- The Breakdown of the complete specification with associated costs.
- All SBD (Standard Bidding Documents) must be completed and signed.

The proposals presented are to be as comprehensive as possible and ARC reserves the right to request the Bidder to provide more details.

Bidders shall adhere to the conditions stipulated in the General Conditions of Contract as prescribed by the National Treasury.

Bidders must ensure that the complete bid document is submitted with all additional required information and any other documents that the bidder wishes to supply to substantiate or clarify specific aspects in the proposal.

**Failure to submit all the signed and completed Standard Bidding documents and / or any required documentation will result in disqualification.**



### **13 BROADBASED BLACK ECONOMIC EMPOWERMENT (BBBEE)**

In terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000, the 80 / 20 principle shall be applicable to this bid and points shall be allocated as indicated under functionality. Sound evidence for points claimed must be attached so that points can be allocated.

BBBEE status level points will be awarded to service providers who will submit certified copy of BBBEE certificates or original BBBEE certificates from SANAS accredited agencies and IRBA registered auditors or BBBEE letters from an auditor or accountant.

Joint Ventures / Consortium / Partnerships must submit a BBBEE document as indicated above for that particular entity e.g. JV or Consortium otherwise no BBBEE points shall be awarded.

**No BBBEE points shall be awarded to a tenderer who fails to comply with the above.**

### **14 AMPLIFICATION OF SUBMISSIONS**

The ARC may, after the opening of submissions, call on the prospective Bidder to amplify in writing any matter which is not clear in the prospective Bidder's submission and such amplification shall form part of the original submission. In the event of the prospective Bidder failing to supply such information, the submission will be liable to rejection.

### **15 COST OF PROPOSAL**

Bidders shall bear all costs associated with the preparation and submission of their proposals, the ARC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bid.

### **16 BID DOCUMENTS**

This document in its entirety serves as the complete Bid document. Proposals offering only part of the requirements will be rejected. The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in this document. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of their proposal.

### **17 DOCUMENTS COMPRISING THE PROPOSAL**

In preparing the technical and price components of the submissions all references to descriptive material and brochures should be included in the appropriate response paragraph, although material documents themselves may be provided as annexes to the proposal / response. Bidders are requested to focus on the provision of relevant information and to limit the amount of marketing and "boilerplate" material. The successful Bidder's proposal may be incorporated in whole or in part in the final contract. Any information that the Bidder considers proprietary should be marked as such.

### **18 INFORMATION**

Information that the Bidder considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will be treated as such accordingly.

### **19 PERIOD OF VALIDITY**

Proposals shall remain valid for one hundred and eighty (180) days after the date of proposal submission. A proposal valid for a shorter period may be rejected by the ARC on the grounds that it is non-responsive.

In exceptional circumstances, the ARC may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

## **20 FORMAT AND SIGNING OF PROPOSALS**

The Bidder shall prepare four copies of the proposal, clearly marking one "Original Proposal" and three "Copies of Proposal" as appropriate. In the event of any discrepancies between them, the original shall govern. The four proposals shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.

## **21 INTERLINEATIONS**

A proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the proposal.

## **22 PAYMENT**

The successful Bidder shall be paid upon submission of an invoice for each transaction of satisfactory work detailed in the scope.

## **23 DUE DILIGENCE EXERCISE**

The ARC reserves the right to perform due diligence exercise for the purpose of appointing a credible tenderer.

## **24 PRICE AND PRICING STRUCTURE**

**(To be inserted or deposited into the Financial Proposal Envelope)**

- Bidders shall indicate the basis on which the services will be charged.
- Where a Bidder lacks in-house expertise and may have to outsource certain services, the detail and basis of charges of any such service that may be required must be outlined.
- The Bidder shall reflect service discounts that they will offer throughout the contract duration.
- Bidders submissions must reflect the detailed breakdown of the bid price as follows:
- Prices must be for the entire period of the tender including price escalation.
  - Prices must include VAT, if it is applicable and all other costs related to the execution of the required services.

## **25 CANCELLATION OF THE BID**

The ARC reserves the right to cancel the bid at any time of the process should the recommended service provider/s fail to meet the requirements of the bid.

## **26 SITE INSPECTION**

The ARC reserves the right to conduct a site inspection to the premises of the recommended service provider and/or the recommended service provider's clients at any given time.

**27 SUB-CONTRACTING/ JOINT VENTURE BUSINESS**

Bidders must ensure that both/all service providers submit their tax compliant pin numbers, standard bidding documents and central supplier database report.

**28 SIGNING OF THE SERVICE LEVEL AGREEMENT**

The successful service provider will be expected to sign the service level agreement within ten (10) working days after receiving the appointment letter from the ARC Supply Chain Management Unit.

The Agricultural Research Council will then send the letter of award to the preferred bidder with two copies of the completed version of the said contract specimen and the preferred bidder will be firmly obliged to duly sign, initial and properly date both copies of the same and return them to the Agricultural Research Council for its signature within 10 (Ten) working days of their receipt of the said documents, failing which the Agricultural Research Council will be entitled, in its sole and total discretion and without further notice to such preferred bidder to write to such preferred bidder, summarily withdrawing the tender award, due to such contract signing process delay on the part of the given preferred bidder.



## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (AGRICULTURAL RESEARCH COUNCIL)</b>					
BID NUMBER:	ARC/52/01/2025	CLOSING DATE:	17 March 2025	CLOSING TIME:	11:00
DESCRIPTION	SUPPLY, DELIVERY AND NEW INSTALLATION OF THE PERIMETER FENCING FOR THE AGRICULTURAL RESEARCH COUNCIL, GRAIN CROPS, POTCHEFSTROOM				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
114 CHRIS HANI STREET, AGRICULTURAL RESEARCH CENTRE, HENDRICK SCHOEMAN & JPF SELLSHHOP BUILDINGS , POTCHEFSTROOM (NEXT TO RECEPTION)					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	MS LESEGO THEEBEATSHI		CONTACT PERSON	MS NOSIPHO SIPUNGELA	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:LesegoT@arc.agric.za">LesegoT@arc.agric.za</a>		E-MAIL ADDRESS	<a href="mailto:sipungelan@arc.agric.za">sipungelan@arc.agric.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	<input type="checkbox"/> <small>TICK APPLICABLE BOX</small> <div style="display: flex; justify-content: space-around;"> <span>Yes</span> <span>No</span> </div>		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> <small>TICK APPLICABLE BOX</small> <div style="display: flex; justify-content: space-around;"> <span>Yes</span> <span>No</span> </div>	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					

<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p> <input checked="" type="checkbox"/> Yes                      <input type="checkbox"/> No          [IF YES ENCLOSE PROOF]       </p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR <b>THE GOODS /SERVICES /WORKS OFFERED?</b></p>	<p> <input type="checkbox"/> Yes                      <input type="checkbox"/> No          [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]       </p>
--	---	--	---

<p><b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b></p>	
<p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</p> <p>DOES THE ENTITY HAVE A BRANCH IN THE RSA?</p> <p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</p> <p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</p> <p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</p> <p><b>IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b></p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b></p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p>

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....

(Proof of authority must be submitted e.g. company resolution)

DATE: .....

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**



**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE AND TECHNICAL QUIRIES  
MAY BE DIRECTED TO:**

**Department:** Supply Chain Management

**Contact Person:** Ms L Theebeatshipi

**Tel:**

**E-mail address:** [LesegeT@arc.agric.za](mailto:LesegeT@arc.agric.za)

All technical enquiries must be forwarded in writing to Supply Chain Management who will act as communicator between the Bidder and ARC to ensure that all Bidders receive the same information.



## SBD 2

### TAX CLEARANCE CERTIFICATE REQUIREMENTS

**It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.**

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za)
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).



**SBD 3.3**

**PRICING SCHEDULE**  
**(Professional Services)**

NAME OF BIDDER: ..... BID NO.: **ARC/52/01/2025**  
CLOSING TIME **11:00** CLOSING DATE: **17 March 2025.**

**OFFER TO BE VALID FOR 180 DAYS FROM THE CLOSING DATE OF BID.**

Item Description Bid Price in RSA Currency \*\* (All Applicable Taxes Included)  
No

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION, HOURLY RATE AND DAILY RATE

.....	R.....
.....	R.....
.....	R.....
.....	R.....
.....	R.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....	R.....	days
.....	R.....	days
.....	R.....	days
.....	R.....	days

5.1 Travel expenses (specify, for example rate/km and total km, class of air-travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY
AMOUNT		

-----	R.....	
-----	R.....	
-----	R.....	
-----	R.....	

TOTAL: R.....

**\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.**

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost,etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY
AMOUNT		

-----	R.....	
-----	R.....	
-----	R.....	
-----	R.....	

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid

.....

7. Estimated man-days for completion of project

.....

8. Are the rates quoted firm for the full period of contract?

\*YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

.....

.....

.....

**\*[DELETE IF NOT APPLICABLE]**

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Any enquiries regarding bidding procedures may be directed to the –

**AGRICULTURAL RESEARCH COUNCIL – POTCHEFSTROOM OFFICE**

**Department:** Supply Chain Management

**Contact Person:** Ms Lesego Theebeatshipi

**Tel:**

**E-mail address:** [LesegoT@arc.agric.za](mailto:LesegoT@arc.agric.za)



## SBD 4

### BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

#### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

**2.2** Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

**2.2.1** If so, furnish particulars:

.....  
.....

**2.3** Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

**2.3.1** If so, furnish particulars:

.....  
.....

### **3. DECLARATION**

I, the undersigned, (name) .....in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

**3.1** I have read and I understand the contents of this disclosure;

**3.2** I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

**3.3** The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

**3.4** In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

**3.5** The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

**3.6** There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

**3.7** I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted

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<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder



SBD 6.1

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Specific Goals.

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2.1.2

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
Specific Goals	20
Total points for Price and Specific Goals must not exceed.	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - B-BBEE Status level certificate issued by an authorized body or person;
  - A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \text{80/20} & \text{or} & \text{90/10} \\
 P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_t - P_{\min}} \right) & \text{or} & P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_t - P_{\min}} \right)
 \end{array}$$

Where

- $P_s$  = Points scored for price of bid under consideration
- $P_t$  = Price of bid under consideration
- $P_{\min}$  = Price of lowest acceptable bid

#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

Specific Goals	Percentage Ownership (1%)	Points (20)	Points (10)
Ownership by HDIs	51%+	6	3
Ownership by Women	51%+	4	2
Ownership by Youth	51%+	4	2
Ownership by PwD	51%+	2	1
BEE Status	Level 1 - 4	2	1
RDP Goals	RDP Goals The promotion of enterprise located in rural areas.	2	1
<b>TOTAL POINTS</b>		<b>20</b>	<b>10</b>

#### 5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

#### 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

#### 7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

- i) What percentage of the ... contract will be subcontracted..... %
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE  
(*Tick applicable box*)

YES		NO	
-----	--	----	--

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned	EME	QSE
---	-----	-----

by:	✓	✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name \_\_\_\_\_ of  
company/firm:.....

8.2 VAT \_\_\_\_\_ registration  
number:.....

8.3 Company \_\_\_\_\_ registration  
number:.....

### 8.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

### 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....  
.....  
.....  
.....

### 8.6 COMPANY CLASSIFICATION

☐ Manufacturer

☐ Supplier

☐ Professional service provider

☐ Other service providers, e.g. transporter, etc.

[ *TICK APPLICABLE BOX* ]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....



## **ADHERENCE TO THE ARC'S CODE OF ETHICS**

### **1. INTRODUCTION**

This statement forms part of the Agricultural Research Council's "Ethics and Fraud Prevention strategy". It sets out the tone, culture and expectations of the ARC in promoting a policy of fair dealing and integrity in the conduct of business and the countering of fraudulent activities.

### **2. POLICY**

2.1 The ARC's vision is to provide Excellence in Agricultural Research and Development.

2.2 The ARC will do everything possible to promote honesty, integrity and to adhere to all applicable laws in everything it does and is committed to the prevention, deterrence, detection and investigation of all forms of non-adherence to policies, laws and the Code of Ethics.

2.3 ARC Council members, Audit Committee members and employees at all levels are expected to adopt the highest standards of propriety and accountability. These standards are also expected from organisations that the ARC deals with such as suppliers, contractors, customers, partners, etc.

2.4 If it is established that suppliers, contractors, customers and partners have engaged in corrupt, dishonest, fraudulent activities or have contravened the supply chain policy of the Code of Ethics in competing or executing the contract awarded, the ARC will immediately terminate the contract. Any supplier, contractor, partner or officer representing any of the entities if found guilty of any of the above they will be declared ineligible to supply goods, works and services to the ARC under any programmes or projects managed and administered by the ARC on behalf of its clients.

2.5 The ARC can in its sole judgement proceed to pursue any legal remedies available.

### **3. CULTURE**

3.1 Adherence to laws, policies and procedures, the prevention and detection of fraud and corruption and the protection of ARC's assets is every stakeholder's responsibility.

- 3.2 Council members, Audit Committee members, all employees are expected to carry out their duties to the best of their ability for the benefit of the ARC and not to take advantage of any situation for personal gain, for themselves, members of their family or friends.

#### **4. CODE OF ETHICS AND FRAUD PREVENTION STATEMENT**

- 4.1 Members of the public, suppliers, contractors and partners are expected to act with integrity in their business dealings with the ARC and not to behave dishonestly to the detriment of the ARC.

- 4.2 The ARC has set up a secure and confidential framework, within which any employee, member of the public, suppliers, contractors, partners are encouraged to raise concerns if they know of or suspect that the following is about to occur or has occurred:

- Fraud;
- Corruption;
- Abuse of assets;
- Irregular transaction are taking place;
- Fruitless expenditure has been incurred;
- Endangering of an individual's health and safety;
- A violation of applicable laws, rules, policies or regulations of the Code of Ethics.

- 4.3 The ARC will ensure that any allegations received are taken seriously and investigated in an appropriate manner.

- 4.4 The ARC will deal firmly with those who act dishonestly. Following proper investigation, appropriate disciplinary action and / or criminal proceedings will be instigated.

- 4.5 Suppliers, contractors and partners acknowledge that they have read and understood relevant sections of the Code of Ethics policies, procedures and laws applicable to them.

- 4.6 Stakeholders who wish to remain anonymous when raising concerns are encouraged to use the following secure hotline:



Free Call Telephone Number: 0800 000 604  
Free Call Facsimile Number: 0800 007 788  
E-mail: [arc@tip-offs.com](mailto:arc@tip-offs.com)  
"Please call me" number: 32840  
Tip-offs anonymous url: [www.tip-offs.com](http://www.tip-offs.com)

No-one will be subjected to retaliation for good faith reporting of a suspected violation.

- 4.7 Concerns can only be adequately investigated if all relevant facts concerning the issue being reported are disclosed. Stakeholders are encouraged to provide relevant facts including supporting documentation of available.

I, \_\_\_\_\_ the  
undersigned..... in  
my capacity as an authorised representative of .....  
registration number .....

**HEREBY ACKNOWLEDGE:**

1. That I have been explicitly informed of and consequently an fully aware of the fact that:
  - a) I must adhere to sections of the ARC Code of Ethics, supply chain policy and laws that apply to me as a supplier or contractor;
  - b) I will report to the ARC any violations and contraventions of its Code of Ethics, policies, procedures that I may become aware of;
  - c) Failure to adhere to (a) and (b) above will result in the cancellation of my contract with the ARC and the ARC in its sole judgement may pursue any other legal action it deems appropriate.

NAME(s): (BLOCK LETTERS) .....

CAPACITY of authorised agents: .....

SIGNATURE(s) of authorised agents: .....

SIGNED AT ..... on this ..... day of .....

WITNESSES: (Full name – BLOCK LETTERS – and signature)

1. ....

2. ....

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

## **GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

The following items shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidised by its government and encourage to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specific store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, by is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and / or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his sub-contractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site", where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organisation purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa
- 1.23 "SCC" means the Special Conditions of Contract

- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility of all aspects of the project and delivers the full end product / service required by the contract
- 1.28 "Written" or 'in writing" means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria, 0111, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

#### **4. Standards**

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

#### **5. Use of contract documents and information inspection**

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's written consent, make use of any document or information mentioned in the GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

#### **6. Patent rights**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

#### **7. Performance Security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country, or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - b) A cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **8. Inspections, tests and analysis**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analysis shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected



supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and / or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

## **11. Insurance**

The goods supplied under the contract shall be fully insured is a freely convertible currency against loss and damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

## **12. Transportation**

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- a) Performance or supervision of on-site assembly and / or commissioning of the supplied goods;
  - b) Furnishing of tools required for assembly and / or maintenance of the supplied goods;
  - c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - d) Performance or supervision or maintenance and / or repair to the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - e) Training of the purchaser's personnel, at the supplier's plant and / or on-site, in assembly, start-up, operation, maintenance, and / or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### **14. Spare parts**

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- a) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relive the supplier of any warranty obligations under the contract; and
  - b) In the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

#### **15. Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and / or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may

develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices**

- 17.1 prices charged by the supplier for goods delivered and service performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorised in SCC or in the purchaser's request for bid validity extension, as the case may be.

## **18. Variation orders**

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

## **19. Assignment**

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## **20. Subcontracts**

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under the contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relive the supplier from any liability or obligation under the contract.

## **21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend by the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or service from a national department, provincial department or a local authority.
- 21.4 The right is reserves to procure outside of the contract small quantities or to have minor essential services executed is an emergency arises, the supplier's point of supply is situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplier contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to

complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - b) If the supplier fails to perform any other obligation(s) under the contract; or
  - c) If the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 Is a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) The name and address of the supplier and / or person restricted by the purchaser;
  - (ii) The date of commencement of the restriction
  - (iii) The period of restriction; and
  - (iv) The reasons for the restriction.
- 23.7 If a court of law convicts a person of an offense as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, Act no 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed in the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

## **24. Anti-dumping and countervailing duties and rights**

When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidised import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduces, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplied or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default is and to the

extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonable practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. Termination for Insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

## **27. Settlement of disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African Court of Law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and / or court proceedings herein
- a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - b) The purchaser shall pay the supplier any monies due to the supplier.

## **28. Limitation of Liability**

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

- a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and / or damages to the purchaser; and
- b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **30. Applicable law**

The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

## **31. Notices**

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **32. Taxes and duties**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, licence fees, etc. incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

## **33. Transfer of contracts**



- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

**34. Amendments of contracts**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act no. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 Of a bidder(s) or contractor(s), based in reasonable grounds or evidence obtained by the purchase, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No 89 of 1998.
- 34.3 Is a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.